

1 BILL NO. S-81-07- 43

2 SPECIAL ORDINANCE NO. S- 186-81

3
4 AN ORDINANCE approving a contract for
5 Street Lighting Improvement Resolution
6 No. 155-81 between the City of Fort
7 Wayne, Indiana and T & F Construction
8 Corp. of Indiana for installation of
9 underground ornamental lighting.

10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
11 FORT WAYNE, INDIANA:

12 SECTION 1. That a certain contract, dated July 15,
13 1981, between the City of Fort Wayne, Indiana, by and through
14 its Mayor and the Board of Public Works and T & F Construction
15 Corp. of Indiana, for:

16 underground ornamental lighting
17 system for the West Central Area
18 more specifically defined as Wayne
19 Street from Van Buren to Thieme
20 Drive, Berry Street from Van Buren
21 to Thieme Drive and Rockhill Street
22 from Jefferson to Main Street,

23 under Board of Public Works Street Lighting Improvement Resolu-
24 tion No. 155-81, at a total cost of \$40,173.75, all as more
25 particularly set forth in said contract which is on file in the
26 Office of the Board of Public Works and is by reference incor-
27 porated herein and made a part hereof, be and the same is in
28 all things hereby ratified, confirmed and approved.

29 SECTION 2. That this Ordinance shall be in full force
30 and effect from and after its passage and approval by the
31 Mayor.

32 
COUNCILMAN

APPROVED AS TO FORM AND
LEGALITY JULY 24, 1981.

31 
32 BRUCE O. BOXBERGER, CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee City Solicitor (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on 7-28-81, the 7 day of July, 1981, at 7 o'clock P.M., E.S.T.

DATE: 7-28-81

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Eisbart, and duly adopted, placed on its passage. PASSED (Lost) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>7</u>	<u>0</u>	<u> </u>	<u>2</u>	<u> </u>
<u>BURNS</u>	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>EISBART</u>	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>GIAQUINTA</u>	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>NUCKOLS</u>	<u> </u>	<u> </u>	<u> </u>	<u>X</u>	<u> </u>
<u>SCHMIDT, D.</u>	<u> </u>	<u> </u>	<u> </u>	<u>X</u>	<u> </u>
<u>SCHMIDT, V.</u>	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHOMBURG</u>	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>STIER</u>	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 8-11-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-186-81 on the 11th day of August, 1981.

ATTEST:
Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

(SEAL) James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of August, 1981, at the hour of 11:35 o'clock A.M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 13th day of August, 1981, at the hour of 3:45 o'clock P.M., E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-81-07-43

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN
ORDINANCE approving a contract for Street Lighting Improvement
Resolution No. 155-81 between the City of Fort Wayne, Indiana
and T & F Construction Corp. of Indiana for installation of
underground ornamental lighting

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

PAUL M. BURNS, CHAIRMAN

VIVIAN G. SCHMIDT, VICE CHAIRMAN

BEN A. EISBART

SAMUEL J. TALARICO

ROY J. SCHOMBURG

8-11-81

DATE

CONCURRED IN

CHARLES W. WESTERMAN, CITY CLERK

ST. LIGHT ENGINEERING, CITY OF FORT WAYNE

BID ANALYSIS SHEET

PROJECT: WEST CENTRAL AREA

DATE: 6/17/81

RES. NO. 155-81

CONTRACTORS

ITEM	QUAN.	UNIT	MATERIAL DESCRIPTION	ENGR. ESTIMATE	EXTENSION	T & F Construction Corp. of Indiana		The Weikel Line Co. Inc.		N.G. Gilbert Corporation		Delp Electrical Inc.		Biggs Electrical Construction Inc.		UNIT BID
						UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	
001	42	ea.	Install 16' blk. alum. pole-4" deep w/pole set	\$ 52.00	\$ 2,184.00	\$ 66.00	\$ 2,772.00	\$ 45.00	\$ 1,890.00	\$ 58.00	\$ 2,436.00	\$ 116.40	\$ 4,888.80	\$ 66.00	\$ 2,772.00	
002	6	ea.	Install 12' Pedestal pole	\$ 36.00	\$ 216.00	\$ 40.00	\$ 240.00	\$ 33.75	\$ 202.50	\$ 35.50	\$ 213.00	\$ 26.78	\$ 160.74	\$ 48.00	\$ 288.00	
003	48	ea.	Install TC 100R luminaire & 1/2" x 1.5' x 4.0' concrete found.w/ grounding	\$ 29.00	\$ 1,392.00	\$ 33.00	\$ 1,584.00	\$ 27.25	\$ 1,308.00	\$ 29.00	\$ 1,392.00	\$ 22.00	\$ 1,056.00	\$ 28.00	\$ 1,344.00	
004	6	ea.	Install 1.5' x 1.5' x 4.0' concrete found.w/ grounding	\$170.00	\$ 1,020.00	\$ 100.00	\$ 600.00	\$ 244.00	\$ 1,464.00	\$170.00	\$ 1,020.00	\$ 120.00	\$ 720.00	\$260.00	\$ 1,560.00	
005	700	L.F.	Trench in asphalt/concrete 18" deep	\$ 4.70	\$ 3,290.00	\$ 2.50	\$ 1,750.00	\$ 1.60	\$ 1,120.00	\$ 1.70	\$ 1,190.00	\$ 2.60	\$ 1,820.00	\$ 8.00	\$ 5,600.00	
006	3869	L.F.	Trench in earth-20" deep	\$ 1.15	\$ 6,749.35	\$ 1.50	\$ 8,803.50	\$ 0.95	\$ 5,575.55	\$ 1.20	\$ 7,042.80	\$ 0.75	\$ 4,225.68	\$ 1.35	\$ 7,923.15	
007	2611	L.F.	Bore or push 1 1/2" tubing, under drives, streets, trees, walks, etc.....	\$ 4.30	\$ 15,527.30	\$ 4.00	\$ 14,444.00	\$ 4.90	\$ 17,693.90	\$ 4.75	\$ 17,152.25	\$ 4.20	\$ 15,166.20	\$ 4.65	\$ 16,791.15	
008	510	Sq. Ft.	Remove & replace curbface walk, wingwalk, & install paraplastic ramps	\$ 3.75	\$ 1,912.50	\$ 2.30	\$ 1,173.00	\$ 2.95	\$ 1,504.50	\$ 2.70	\$ 1,377.00	\$ 5.60	\$ 2,856.00	\$ 2.50	\$ 1,275.00	
009	750	L.F.	Install 12" rigid conduit in trench	\$ 1.50	\$ 1,125.00	\$ 0.80	\$ 600.00	\$ 1.00	\$ 750.00	\$ 0.40	\$ 300.00	\$ 1.18	\$ 885.00	\$ 1.50	\$ 1,125.00	
010	10750	L.F.	Install 2/C and/or 1/C #4 alum. wire in trench or conduit	\$ 0.35	\$ 3,762.50	\$ 0.30	\$ 3,225.00	\$ 0.28	\$ 3,117.50	\$ 0.46	\$ 4,945.00	\$ 0.27	\$ 2,902.50	\$ 0.35	\$ 3,762.50	
011	19	Ton	Asphalt patching	\$ 70.00	\$ 1,330.00	\$ 50.00	\$ 950.00	\$ 77.50	\$ 1,472.50	\$ 71.50	\$ 1,358.50	\$130.00	\$ 2,470.00	\$ 5.00	\$ 95.00	
012	5989	L.F.	Fine grading, seeding, & mulch	\$ 0.40	\$ 2,395.60	\$ 0.25	\$ 1,497.25	\$ 0.27	\$ 1,617.03	\$ 0.55	\$ 3,293.95	\$ 0.45	\$ 2,695.05	\$ 0.40	\$ 2,395.60	
013	3	ea.	Install -10' riser section	\$ 32.50	\$ 97.50	\$ 45.00	\$ 135.00	\$ 22.00	\$ 66.00	\$ 32.00	\$ 96.00	\$ 17.50	\$ 52.50	\$ 30.00	\$ 90.00	
014	-	L.S.	Removal of poles, spans of wire luminaires, etc.....	\$ -	\$ 2,400.00	L.S.	\$ 2,400.00	L.S.	\$ 2,500.00	L.S.	\$ 2,653.50	L.S.	\$ 5,190.00	L.S.	\$ 4,585.00	
			TOTAL BID		\$ 43,401.75		\$ 40,173.75		\$ 40,281.48		\$ 44,470.00		\$ 45,088.47		\$ 49,606.40	
			Material furnished by City		\$ 19,505.28		\$ 19,505.28		\$ 19,505.28		\$ 19,505.28		\$ 19,505.28		\$ 19,505.28	
			Engineering & Inspection		\$ 6,290.70		\$ 6,290.70		\$ 6,290.70		\$ 6,290.70		\$ 6,290.70		\$ 6,290.70	
			Advertising		\$ 40.00		\$ 40.00		\$ 40.00		\$ 40.00		\$ 40.00		\$ 40.00	
			Labor by City forces		\$ 322.30		\$ 322.30		\$ 322.30		\$ 322.30		\$ 322.30		\$ 322.30	
			TOTAL CONTRACT		\$ 69,560.03		\$ 66,332.03		\$ 66,430.76		\$ 70,628.28		\$ 71,246.75		\$ 75,764.68	
			% UNDER - OVER				- 7.44%		- 7.19%		+ 2.46%		+ 3.89%		+ 14.29%	

71-4-15 7/19/81

CONTRACT
Res. No. 155-81

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

THIS AGREEMENT made and entered into this, the 15th
day of July 1981, by and between:

T & F Construction

The party of the first part, termed in this agreement and the Contract Documents as the "Purchaser," and

City of Fort Wayne, Indiana

The part of the second part, termed in this agreement and the Contract Documents as the "Contractor":

WITNESSETH:

THAT, WHEREAS, the Board of Public Works has heretofore caused to be prepared certain contract documents for furnishing labor and equipment and performing work therein fully described, and the Contractor did, on the 17th day of June, 1981, file with the Board of Public Works, a copy of said contract documents, together with his offer and terms therein fully stated and set forth, and,

WHEREAS, the said contract documents accurately and fully describe the terms and conditions upon which the Contractor is willing to furnish the labor and equipment and perform the work called for by the said contract documents and in the manner and time of furnishing and performing same.

IT IS THEREFORE, AGREED:

FIRST - That a copy of said contract documents filed as aforesaid be attached hereto and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described, and further, that both parties hereby accept and agree to the terms and conditions of said contract documents so filed, for the following:

To light the West Central Area with an underground ornamental
lighting system in the amount of \$40,173.75.

SECOND - The Contract Documents hereto annexed are made a part of this agreement and contract as fully and as absolutely as if herein set out verbatim.

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Advertisement for bids
2. Instructions to bidders
3. Specifications and special provisions
4. Detailed specifications and addendum
5. Construction drawings
6. Application for cut permits into Fort Wayne street, county roads and/or State highways
7. Street barricade maintenance information
8. Contractor's bid
9. Material list
10. Bidder's Bond
11. Non-Collusion Affidavit
12. Certificate in lieu of financial statement
13. Certificate in lieu of Equal Employment Statement and Affirmative Action Program
14. Equal Opportunity Clause
15. Federal Labor Standards Provisions
16. Copeland "Anti Kick Back" Act (18 U.S.C. Sec. 874)
17. Davis-Bacon Act
18. Federal Wage Scale
19. State Prevailing Wage Scale
20. This Contract
21. Performance Bond

In the event that any provisions in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any part of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence unless otherwise directed or corrected by the engineer.

THIRD - The unit prices agreed to in this contract will remain in effect until the work covered under this contract is completed.

FOURTH - This contract is executed in duplicate.

FIFTH - It is further stipulated that not less than the general prevailing rate of wages as ascertained by the City of Fort Wayne or the Indiana Department of Labor shall be paid to all workmen performing work on this contract.

SIXTH - It is further stipulated that Contractor shall pay all lawful claims or indebtedness which may accrue, by operation of law and otherwise, to any persons, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract including Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract.

SEVENTH - It is further stipulated that any judgment rendered against the City of Fort Wayne or any official thereof, in any suits for damages for injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

EIGHTH - The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached, and incorporated herein and made a part hereof. (NE/1 -NE/3).

NINTH - The Contractor shall furnish a Performance Bond in a form acceptable to the City of Fort Wayne for the full value of the work.

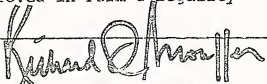
IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

APPROVED:




MAYOR


ATTEST: Clerk

Approved in Form & Legality
By:


ASSOCIATE CITY ATTORNEY

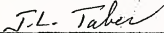
BOARD OF PUBLIC WORKS

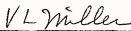





CONTRACTOR: _____

T & F Construction Corp. of Indiana

BY: 
J. L. Taber
President

BY: 
Secretary-Treasurer
V. L. Miller

CITY OF FORT WAYNE, INDIANA
IMPROVEMENT OF STREET LIGHTING

Resolution 155-81

INSTRUCTION TO BIDDERS

June 5 19 81

1. Sealed proposals will be received by the Board of Public Works of the City of Fort Wayne, in the State of Indiana, until 9:00 o'clock A.M., E.S.T. on the 17th day of June, 19 81, at which hour the Bids will be publicly opened and read for the following work:

CONTRACT NUMBER 155-81 WEST CENTRAL AREA

The Bids will then be submitted to the Engineers for examination and comparison. Upon completion of their report as to the amounts of the different bids per unit price offered, the Board will proceed without unnecessary delay to award one contract to the lowest qualified Bidder. The Board reserves the right to reject any and all Bids.

2. Permission will not be given for the withdrawal or modification of any proposal after the same has been filed.

3. Each proposal shall be endorsed with the title of the work, the name of the Bidder, and the date of its presentation. All Bids shall be filed with the Clerk of the Board of Public Works, on or before the day and hour mentioned above and stated in the advertisement, and no proposal presented after this time shall be accepted.

4. No Bid will be accepted from or Contract awarded to any person, firm, or corporation that is in arrears to the City of Fort Wayne, upon any debt or contract, or who has failed to execute, in whole or in part, in a satisfactory manner, any contract with the City; or who is a defaulter as to surety or upon an obligation to the City of Fort Wayne for any reason.

5. All Bids must be upon the Bid Form which follows. It is to be understood that all provisions of Bid Form 96-A, as prescribed by the State Board of Accounts, are to be considered to be a part of the Bid Form which follows, with such additions incorporated therein as found necessary for this Project. The usual Statutory Affidavit shall be made on the form provided.

6. In accordance with the provisions of an Act of the General Assembly of the State of Indiana, Chapter 306, Page 1248, Acts of 1947, each bidder is required to submit under oath, with and as a part of his Bid, a statement of his experience, his proposed plan for performing the work, the equipment which he has available for the performance of the work, and a financial statement of his business. The statements must be submitted on forms prescribed by the State Board of Accounts, copies of which are bound herewith.

7. Each Bid must be accompanied by a Bond executed by the bidder and surety satisfactory to the Board of Public Works, in the sum of ten percent (10%) of the aggregate amount of the bid or proposal; or the bidder may deposit with the Board of Public Works, in lieu of such Bond, a certified check on a solvent bank, payable to the City of Fort Wayne, equal in amount to the amount required in such Bond. Said Bond, or certified check, is required as a guarantee that should the said Bid or proposal be accepted by the Board of Public Works, the bidder will, within ten (10) days from the time he shall have been notified of the acceptance of the same, enter into Contract with the City of Fort Wayne for the work bid upon, and give Bond with surety to be approved by the Board of Public Works, insuring the faithful completion of the Contract.

In case a Bid is not accepted, the obligation of the said Bond will be null and void and said certified check shall be returned to the bidder.

In case a Bid is accepted and the Bidder does enter into Contract with the City of Fort Wayne for the work bid upon, with ten (10) days from the time he shall have been notified of the acceptance of the same, and does furnish Contract Bond as required, then the obligation of the said Bond shall be null and void and the said certified check shall be returned to the Bidder.

In case a Bid is accepted and the Bidder shall refuse to or neglect to enter into a Contract with the City of Fort Wayne for the work, material or apparatus bid upon, within ten (10) days from the time he shall have been notified of the acceptance of the same, and furnish Contract Bond as required, then the obligation of the Bond shall remain in full force or effect and said certified check shall be forfeited to the City of Fort Wayne as ascertained and liquidated damages for failure to do so.

8. The successful Bidder, at the time of signing the Contract, will be required to furnish Bond (at his own expense) guaranteeing faithful execution of the Contract, in full amount of the Contract Price, executed by the Bidder and surety to be approved by the Board of Public Works, on the Bond Form marked "Performance Bond", and bound herewith. The Performance Bond shall contain the following clause:

"The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract accompanying the same, shall in any way effect its obligation on this alteration or addition to the terms of the Contract, or to the work, or to the Specifications".

9. Persons, firms and corporations submitting Bids or proposals shall demonstrate to the satisfaction of the Board, before entering into Contract, that they have proper facilities, expert workmen and experience to execute the Contract in a proper manner; otherwise, their Bids or proposals will not be considered.
10. Each Bidder is to submit, with his proposal, a list of his installations of work similar in size and type that are in successful operation.
11. All Affidavits sworn to before a Notary Public in states other than Indiana should have attached thereto a Certificate of the Clerk of the Circuit Court or a court of similar jurisdiction, that such Notary Public is authorized to administer oaths. The venue of the Affidavit should also be laid where the Affidavit is made.
12. The Board of Public Works may refuse to consider any Bid that is deficient in any of the fore-mentioned requirements.
13. The Specifications under which the work will be done may be obtained at the office of Board of Public Works, Ninth (9th) Floor of the City-County Building, Fort Wayne, Indiana, for a fee of ten dollars (\$10.00), payable to the Board of Public Works. This payment is non-refundable.
14. It shall be the responsibility of the Bidder to place his proposal in the hands of the Board of Public Works on or before the time stated for opening the proposals. If for any reason whatsoever, including unexpected delays in the delivery of the United States Mail, the proposal is received after the time that has been set for the opening of the proposals, the proposal will not be accepted.
15. Bidders are required to visit the Site and inform themselves fully of the conditions relating to construction and labor, under which the work will be done.
16. SPECIAL NOTE: All Persons, Firms, and Corporations submitting Bids for the Work shall obtain the PROPER PERMITS from the ELECTRICAL PERMIT DEPARTMENT to perform the work described herein.
17. Contractor who receives this contract is responsible to contact the HAD-HELP number (423-4357) to have all underground utilities located prior to actual construction, otherwise, contractor will be liable for damages to other utilities.

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we T & F Construction Corp. of Indiana
as Principal, and the Fidelity and Deposit Co. of Maryland

_____, a corporation organized under the laws of the State of Maryland, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of Forty Thousand One Hundred Seventy-Three and Seventy Five Hundredths Dollars

(\$ 40,173.75), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the _____ day of _____, 19____, enter into a contract with the City of Fort Wayne to construct

Resolution 155-81

To light the West Central Area with an underground ornamental lighting system.

at a cost of \$ 40,173.75, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of one (1) year from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for one (1) year after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

T & F Construction Corp. of Indiana
(Contractor)

BY: J. L. Taber

ITS: J. L. Taber
President

ATTEST:

V. L. Miller

V. L. Miller

(Title) CORPORATE SECRETARY-Treasurer

Fidelity & Deposit Co. of Maryland
Surety

*BY: Dorothy Jean Ellis

Authorized Agent
(Attorney-in-Fact)

Dorothy Jean Ellis

*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

SEC. 2. The President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto.

does hereby nominate, constitute and appoint Vernon Matherly, Lynwell L. Case, Jerry J. Dils, Robert W. Robbins, Russell L. Turner, Gregory K. Dils, Earl L. Chamness, Dorothy Jean Ellis, Janet L. Turner, David N. Matherly, all of Richmond, Indiana, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes those issued on behalf of Vernon Matherly, etal, dated, September 27, 1979 and on behalf of Jerry J. Dils, etal, dated, November 26, 1979.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of February, A.D. 19 81.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:



C. W. Robbins
Assistant Secretary

By

C. M. Pecot, Jr.
Vice-President

STATE OF MARYLAND
City of Baltimore

} ss:

On this 10th day of February, A.D. 19 81, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



Notary Public Commission Expires July 1, 1982

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to execute any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 2nd day of July, 19 81.

C. W. Robbins
Assistant Secretary

SPECIFICATION AND SPECIAL PROVISION

Street Lighting Resolution 155-81

WEST CENTRAL AREA

The following special provisions are herein established in addition to the "General and Detailed Specifications", as supplemented, which is hereby made a part of the Contract Documents by reference and together will be referred to as the Standard Specifications. All work performed under this contract will be governed by the provisions of the Standard Specification except as modified or amended by these Special Provisions or the Plans or other Contract Documents prepared specifically for this contract by the Board of Public Works of the City of Fort Wayne, Indiana or an agent appointed by said Board.

The plans for this project, entitled WEST CENTRAL AREA are intended as a guide to the Bidded and may be modified by the City Engineer or his authorized representative.

Public Safety

If at anytime, in the opinion of the engineer, the work is not properly lighted, barricaded and in all respects safe to public travel, persons on or about the work, or public or private property, the engineer shall have the right to order such safeguards to be erected and such precautions be taken as he deems advisable, and the contractor shall promptly comply with such orders. If, under such circumstances, the contractor does not or can not immediately put the same into proper and approved condition, or if the contractor or his representative are not upon the ground so that he can be immediately notified of the insufficiency of safety precautions, then the engineer may put the work into such a condition that it shall be, in his opinion, in all respects safe, and the contractor shall pay all expenses of such labor and materials as may have been used for this purpose by him or by the engineer. Such action of the engineer, or his failure to take such action, shall in no way relieve the contractor of the entire responsibility for any cost, loss, or damage by any party sustained on account of the insufficiency of safety precautions taken by him or by the engineer acting under authority of this section.

Protection to Property

Materials shall be neatly, safely and compactly piled up along the sides of the roadway in which the improvement is located or adjacent thereto, as the engineer may direct, in such a manner as to cause the least inconvenience and

damage to property and to the general public, and not within fifteen (15) feet of any fire hydrant. Private drives and street crossings shall be kept open. Shade trees and other improvements shall be protected from damage. Injury to lawns, trees, sidewalks, street or other improvements shall be made good by the contractor to the satisfaction of the engineer. The contractor shall at all times keep the work site clean and free of dust.

Cooperation with Utilities

The plans show all known utilities located within the limits of this contract according to information obtained from various utility companies. The accuracy of the plans in this respect is not guaranteed. The contractor will be required to cooperate his work with all utilities within the limits of this contract as directed by the engineer. The contractor is also required to locate all utilities forty-eight (48) hours before work commences by calling HAD-HELP, 423-4357.

Materials

The City of Fort Wayne, Indiana shall furnish all materials shown on the material schedule which is hereby made a part of the Contract Documents.

Aluminum Poles

All poles will be placed in a straight hole so that the bottom of the hand hole will be 8" from the top of grade. The hand hole will face the direction of incoming wire. The poles will be set in eighteen (18) to twenty (20) inches of polyurethane foam with a density of seven (7) pounds per cubic foot. The remainder of the hole shall be filled with spoil to within two (2) inches of grade and compacted to ninety-five (95) percent dry density as determined by a modified proctor. All poles shall be plumb after installation of the post top luminaire. All poles shall be grounded. Poles shall be placed at locations shown on plans or as designated by engineer.

Trenching

All trenching shall be twenty (20) inches deep parallel to the street and one foot from the face of the sidewalk. All backfill material shall meet the approval of the

engineer. All backfill material will be compacted to ninety-five (95) percent dry density as determined by a modified proctor. The contractor shall compact said trenches within three (3) days after the initial opening of the trench and said trench shall be backfilled the same day that it is opened. If the contractor does not comply with the backfill requirements five (5) percent of the unit price shall be deducted from the bid for each foot of trench which does not pass inspection.

Conduit

Where existing pavement is encountered (sidewalks, drive-ways or streets) the contractor shall bore or jack new conduit under the pavement at a depth of twenty (20) inches. Any wire passing under the pavement shall be installed in said conduit. Where trees are encountered the contractor shall bore or jack new conduit under said tree at a depth of twenty inches. The conduit length shall be computed as follows: trees sixteen (16) inches and larger (O.D. + 12 feet); trees fifteen (15) inches and smaller (O.D. + 6 feet).

Luminaire

The contractor shall include in his bid for the installation of the luminaire all necessary connections required to make the luminaire operational.

Underground Wire

Underground wire shall be buried twenty (20) inches deep. The contractor shall install five (5) feet of wire into the pole. All wires shall be protected at all times. There shall be no splices made in the cable or connection made in the ground. All connections will be made in the hand hole or in a specified hand hole in the ground.

Landscaping

The areas disturbed by the contractor shall receive a minimum of two (2) inches of loamy soil of a density of one hundred twenty five (125) pounds per cubic foot. The area shall be fine graded, fertilized, rolled and lightly mulched. Grass seed shall be sown at a rate of six (6) pounds per one thousand (1000) square feet of area. The seed mixture shall be as follows: 2 lbs./1000 sq.ft. chewing fescue; 2 lbs./1000 sq.ft. perennial rye; 2 lbs./1000 sq.ft. kentucky bluegrass. The fertilizer shall have a 4-16-16 analysis and be applied at the rate of five (5) pounds per one thousand square feet.

Salvage

All removal items designated as salvagable by the project engineer shall be the property of the City and shall be delivered to the Street Lighting Warehouse. All other items are the property of the contractor.

Progress Payments

This project is being constructed using Community Development funds and will be paid entirely by the City of Fort Wayne, Indiana. The contractor will be entitled to receive monthly progress payments, based upon an estimate of the work completed, approved by the engineer and submitted to the Board of Public Works. These monthly progress payments shall not exceed ninety (90) percent of the contract cost.

Wage Scale

There are two (2) wage scales enclosed in the bid document, Indiana-Fort Wayne Wage Scale and the Federal Wage Scale; the higher wage scale should be followed.

Concrete Replacement

Where contractor finds it necessary to remove any part of a sidewalk to install conduit and/or cable for this job, it will be his responsibility to completely replace the sidewalk panels so damaged. Where it is necessary to cut driveways, streets, or alleys the trench will be overcut 8" on each side and replaced with concrete to the standing Street Department Specifications.

Removal

Contractor will be responsible for removal of the existing street light poles, fixtures, mast arms, etc. on the streets only in this area.

Controls

Contractor will install a 1 1/2", 90° ell and one 10' length of conduit on Utility riser poles and will leave sufficient wire to reach top of pole. City will install additional conduit and control at City's expense.

FOUNDATION

Where pole locations are to be in curb walk, pole will be set on 18" x 18" x 4' reinforced concrete bases with grounding anchor bolts and entry sleeves. The City shall furnish the anchor bolts and sleeves where required.

The Continuity Test shall be made with an Ohmmeter properly scaled for measuring the resistance of the Power Cables. This test shall verify the following:

1. That each Power Cable is continuous to all of its termination points.
2. That the cable coding at all the termination points is consistent with cable coding at the supply point.
3. That the power cables are not crossed with the Neutral or with each other.
4. That the Main Circuit through each of its branches does not have unusual resistance values.

The entire completed installation shall be tested by circuit or by such portions as may be selected by the Engineer.

Galvanized Steel Conduit in the road shoulders shall be installed in trenches excavated to a neat line but in the shoulder surface. The trench shall be backfilled with fill gravel, and compacted to original density and the surface will be replaced with like material of original thickness.

Pole Standards shall be plumb after installation of the Post Top Luminaires.

All Aluminum Standards shall be grounded.

Curbwalk

All curbwalk removed will be replaced in accordance to Street Engineering specifications. It is expected that the adjacent pavement will receive some damage. The contractor shall replace any pavement damaged with full depth asphalt to a width as required by the engineer. It should also be noted that the pavement replacement will be paid for under asphalt patching as will the replacement of pavement where it is required to trench in the street.

No	ISSD	From	MAT ARMS.	Stock No.	ISSD	To	WIRE
11-31			4 FT Wood Pole	4-100			3/4 #12 UF
14-33			30" " "	4-120			3/4 #10 UF
14-34			4 FT " "	4-136			1/2 #8 UF
14-36			4 FT " "	4-189			#9 VULCANITE
14-37			8 FT " "	4-360			3/4 #6 ALUM.
14-38			12 FT 1 1/2" " "	4-363			3/4 #6 ALUM.
14-40			16 FT 1 1/2" " "	4-382			1/2 #6 UF
14-42			6 FT 2" " "	4-385	11000		3/4 #4 UF
14-45			12 FT 2" " "	4-390			3/4 #2 DIST. CABLE
14-46			15 FT 2" " "	18-44	1250		1/2 #12 TW
14-166			4 FT 2" CONCRETE POLE				
14-172			15 FT 2" " "				
14-425			11 FT 10" 2" ALUM. POLE				CONDUIT
14-469			25 FT 3/4" TAPERED 1500 WATT	5-10			1/2"
14-480			4 FT 2" FOR ALUM. POLE	5-11			3/8"
14-482			4 FT 2" " "	5-12			1"
14-497			115 FT 2" FOR SOFT POLE	5-13			1 1/4"
14-492			1 FT END 12-490 POLE	5-14			1 1/2"
			5-15		900		2"
			FIXTURES				
14-69			2 MA. 117	21-83			2" PLASTIC
14-104			175 WATT TWIN C. Country	19-391	3750		1 1/2" TUBING
14-135			500 " " "				
14-173			SING. STYLE WIRE				CONTROLS
14-176			TWIN - STYLE WIRE				
14-342			600 WATT MERC. W/PC			1	30 AMP
14-345			4 AA " " NIPC			2	20 AMP
14-357			630 WATT MERC. 170 W.				60 AMP
14-355			175 W. LEAK WIRE				100 AMP
14-352			4 SING. HANDS				
14-356			175 W. PRECISE LIGHT				
14-365			175 W. W/PC				PHOTO CELS
14-366			175 W. OPEN				
14-367			175 W. NIPC			3	1000 WATT 120 Volt
	48		150 W. Sodium T.C.				1500 WATT 120 Volt
			150 W. " ENCLOSED				1000 WATT 250 Volt
14-384			250 W. " "				SHUTTING GAP
14-385			400 W. " "				
14-386			1000 W. " "				
14-387			250 W. " ELK				MISC.
			400 W. Flood MERC.	3-20			J. Hook
			1000 W. " "	3-21			GRID
			1500 W. QUARTZ M.B.			15	TAPE (88)
			" " " M.B.	11-267			92 Alt. Compression Fittings
			" " " M.B.				16 2" ELIS
			2 Lamp FLUOR.				
			2 " " "				
			Socket Position				
			POLES				
14-71			10 FT FOR RMA				
14-146			25 FT ALUM. F. TRANS. BASE				
14-163			25 FT Composite (IN LINE)				
14-163X			" " " (REAR END)				
14-166			28 FT " "				
14-165			28 FT " (IN LINE)				
14-174			27 FT " Ball Down				
14-450			14 FT EMBEDDED BLK				
14-452			16 FT " SILVER				
14-453		6	12 FT ALUM. CASE BLK				
14-456			12 FT " SILVER				
14-458			8 FT " BLK				
14-470			20' " " IN 25' 5000				
14-472			30' " " OIL ALUM.				
14-474			30' " " (REAR END)				
14-476			35' " " W/SHAWND				
14-478			35' " " 2-BKT				
14-479			35' " " 1-BKT				
14-480			35' " " TRANS. REE				
14-491			TRANS. REE - 25' BLK				
14-495			50' ALUM. TRANS. CASE				
14-496			TRANS. CASE - SOFT P. L.				

53885B

DATE

RECEIVED BY

WORK ORDER

DATE

ISSUED BY

0.7

2772.+

240.+

1584.+

600.+

1750.+

8803.5+

14444.+

1173.+

600.+

3225.+

950.+

1497.25+

135.+

2400.+

40173.75V

WEST CENTRAL AREA

Street Lighting

Res. No.155-81

T & F Construction Corp. of Indiana

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		AMOUNT DOLLARS
				DOLS.	CENTS	
001	Install 16' Blk. Aluminum Pole 4' deep w/poleset	42	ea.	66	00	2,772.00
002	Install 12' pedestal pole	6	ea.	40	00	240.00
003	Install TC 100R Luminaire & Lamp	48	ea.	33	00	1,584.00
004	Install 1.5' x 1.5' x 4.0' concrete foundation w/entry sleeves & grounding	6	ea.	100	00	600.00
005	Trench in Asphalt/Concrete -18" deep	700	L.F.	2	50	1,750.00
006	Trench in earth - 20" deep	5869	L.F.	1	50	8,803.50
007	Bore or push 1 1/2" tubing under drives, streets, walks, trees, etc.	3611	L.F.	4	00	14,444.00
008	Remove and replace curbface walk, wing-walk and installation of paraplegic ramps	510	Sq. Ft.	2	30	1,173.00
009	Install 2" rigid conduit in trench	750	L.F.	0	80	600.00
010	Install 1/C and/or 2/C #4 aluminum wire in trench or conduit	10750	L.F.	0	30	3,225.00
011	Asphalt patching	19	Ton	50	00	950.00
012	Fine grading, seeding & mulch	5,989	L.F.	0	25	1,497.25
013	Install 10' riser	3	ea.	45	00	135.00
014	Removal of poles, mast arms, luminaires, spans of wire etc...		L.S.	24	00	2,400.00
	TOTAL BID					40,173.75

check by
res. file
6/17/81

TO BE EXECUTED BY BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID:

BIDDER'S BOND

Know All Men By These Presents:

That we T & F Construction Corp. of Indiana

as principal and Fidelity and

Deposit Co. of Maryland

and

as Sureties, are held and firmly bound unto the City of Fort Wayne, Indiana in the sum of Ten Percent (10%) of Amount Bid Dollars (\$) to be paid to the said City of Fort Wayne, Indiana, or its successors or assigns, for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

Signed and sealed at Richmond, Indiana this 17th day of June, 19 81.

The condition of this obligation is such that if the accompanying bid or proposal of T & F Construction Corp. of Indiana made this day to the City of Fort Wayne, State of Indiana, is accepted, and the contract awarded to the above bidder, and the bidder shall, within ten (10) days after such award is made, enter into contract with the City of Fort Wayne, State of Indiana, for the work bid upon, and give bond as required: then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed at Richmond, Indiana this 17th day of June, 19 81.

T & F Construction Corp. of Indiana

J.L. Taber
J. L. Taber Principal President

Fidelity and Deposit Co. of Maryland

Dorothy Jean Ellis
Dorothy Jean Ellis Surety Attorney-in-fact

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

SEC. 2. The President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto.

does hereby nominate, constitute and appoint Vernon Matherly, Lynwell L. Case, Jerry J. Dils, Robert W. Robbins, Russell L. Turner, Gregory K. Dils, Earl L. Chamness, Dorothy Jean Ellis, Janet L. Turner, David N. Matherly, all of Richmond, Indiana, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes those issued on behalf of Vernon Matherly, et al., dated, September 27, 1979 and on behalf of Jerry J. Dils, et al., dated, November 26, 1979.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of February, A.D. 1981.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:



C. W. Robbins
Assistant Secretary

By

Vice-President

STATE OF MARYLAND

}} SS:

CITY OF BALTIMORE
On this 10th day of February, A.D. 1981, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and say, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



Notary Public Commission Expires July 1, 1982

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 17th day of June, 1981.

[Signature]
Assistant Secretary

IN TESTIMONY WHEREOF, the bidder has hereunto set his hand this _____ day of _____, 19__.

Bidder

IN TESTIMONY WHEREOF, the bidder (a firm) have hereunto set their hands and seals this _____ day of _____, 19__.

FIRM NAME _____

(By _____

Individual
Names

(By _____

IN TESTIMONY WHEREOF, the bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 17th day of June, 1981.

SEAL

T & F Construction Corp. of Indiana
Name of Corporation

J. L. Taber J. L. Taber
President

V. L. Miller V. L. Miller
Secretary

NOTE 1. If the bidder is a corporation, it is incorporated under the laws of the State of Indiana.

If the bidder's proposal is accepted, the contract will be signed by:

J. L. Taber President
Title:

V. L. Miller Secretary-Treasurer
Title:

NOTE 2. Use this form if certified check accompanies bid:

Enclosed herewith find certified check for \$ _____, being _____ % of the maximum bid herein, made payable to: _____

The Name of Officer and Municipality

the proceeds of which are to remain the absolute property of said

Municipality

if _____

Bidder

shall not within _____ days after notice of acceptance of the within bid, enter into a written contract, and secure said contract by a bond for the full amount of the contract to the approval of the proper official of said _____

Municipality

NOTE I. If the bidder is a corporation, it is incorporated under the laws of the State of _____.

If the bidder's proposal is accepted, the contract will be signed by:

TITLE:

TITLE:

NOTE II. Use this form if cashier's or certified check accompanies bid:

Enclosed herewith find cashier's or certified check for \$ _____, being 10% of the maximum bid herein, made payable to:

Name of Officer and Municipality

the proceeds of which are to remain the absolute property of said _____

Municipality

If _____
Bidder

shall not within _____ days after notice of acceptance of the within bid, enter into a written contract, and secure said contract by a bond for the full amount of the contract to the approval of the proper officials of said _____

Municipality

NOTE III. Use this form if bidder's bond accompanies bid:

Enclosed herewith find a bidder's bond in an amount equal to ten (10) percent of maximum bid herein, subject to the approval of the Board of Public Works, conditioned as follows: that if the Board of Public Works shall award T & F Construction Corp. of Indiana the contract for said work, and if T & F Construction Corp. of Indiana shall enter into a contract and furnish a 100% performance bond as required within 10 days from the date he is notified of the acceptance of his bid, then the obligation of said bond shall be null and void, otherwise to remain in full force and effect.

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and All

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement of understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the preceeds of the contract sought by this bid.

T & F Construction Corp. of Indiana

J. L. Taber

J. L. Taber

President

Subscribed and sworn to before me by J. L. Taber
this 17th day of June, 19 81.

Bonita J. Kerney

My Commission Expires: 5/07/83 Bonita J. Kerney Notary Public Wayne County
Resident of Wayne County

Subscribed and sworn to before me by _____
this _____ day of _____, 19 _____.

Notary Public

My Commission Expires: _____ Resident of _____ County

Subscribed and sworn to before me by _____
this _____ day of _____, 19 _____.

Notary Public

My Commission Expires: _____ Resident of _____ Count

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, V. L. Miller, the Secretary-
(Name)

Treasurer of T & F Construction Corp., of Indiana.
(Position) (Company)

hereby certify:

(1) That the Financial Statement of said company,
dated the 31st day of October, 1980, now on
file in the office of the Board of Public Works of the City
of Fort Wayne, Indiana, which Financial Statement is by ref-
erence incorporated herein and made a part hereof, is a true
and correct statement and accurately reflects the financial
condition of said company as of the date hereof;

(2) That I am familiar with the books of said company
showing its financial condition and am authorized to make this
certificate on its behalf.

Dated: June 17, 1981

V. L. Miller
(Signature) V. L. Miller

SUBSCRIBED AND SWORN TO before me, a Notary Public in and
for said County and State, this 17th day of June,
1981.

My commission expires:

Bonita J. Kerney
Bonita J. Kerney
Resident of Wayne County

5/07/83

CERTIFICATE IN LIEU OF
EQUAL EMPLOYMENT STATEMENT AND
AFFIRMATIVE ACTION PROGRAM

I, J. L. Taber, the President, of T & F Construction Corp. of IN.
(name) (position) (company)

hereby certify:

- (1) That the Equal Employment Statement and the Affirmative Action Program of said company, dated the 28th day of May, 1981, is now on file with the Equal Employment Opportunity Office of the City of Fort Wayne, Indiana.
- (2) That the Equal Employment Statement and the Affirmative Action Program has been approved by the Equal Employment Opportunity Officer of the City of Fort Wayne, Indiana.
- (3) That said company is ~~not~~ Signatory to the Fort Wayne and Area Plan either by direct agreement to the Plan or by virtue of a contract agreement with a Union that is signatory to the Plan.

dated: June 17, 1981
State of Indiana
County of Allen

J. L. Taber
J. L. Taber (signature) President

Bonita J. Kerney
Notary

Bonita J. Kerney
4/17/81

My commission expires:

Seal:

5/07/83

Resident of

Wayne

County



The City of Fort Wayne

TO ALL CONTRACTORS WITHIN THE CITY LIMITS OF FORT WAYNE

Gentlemen:

The City of Fort Wayne Street Department has advised the Fort Wayne Board of Works that the third truck Street Department crews are spending approximately 50% of their time re-erecting barricades placed on various projects throughout the City. This responsibility of maintaining construction signs, barricades, etc., belongs entirely with the contractor.

Please refer to the attached copy of the City of Fort Wayne application for permit to cut into Fort Wayne streets, whereby the contractor is responsible to erect and maintain all necessary barricades. The City makes reference to The Indiana Manual on Uniform Traffic Devices for Highway Construction and Maintenance Operation; Indiana State Highway Commission ----date, 1975.

Maintaining these signs shall include necessary stabilizing of the signs whether this be accomplished by embedding the legs of the sign in the street or using sandbags as ballast on the lower crossarms or legs of the signs. Other procedures of installing ballast on signs may be devised by the contractor, however, under no circumstances, shall sandbag ballast be placed on the top of barricades. This has been determined as a hazard to the driving public. Should one of the signs be hit by a car, the sandbag could very well fly through the windshield of the car causing serious injury.

Effective January 1, 1978, a form will be included in bid documents requiring contractors to list name (s) and telephone number(s) of those responsible for maintaining barricades at all hours for each project.

If, after notification by City, contractor's representative does not immediately correct barricade problem and City must perform this work, a charge will be made against contractor.

THE FORT WAYNE BOARD OF PUBLIC WORKS

Chairman

Member

Member

Attest:

Clerk

JE
Attachment

STREET BARRICADE MAINTENANCE INFORMATION

Listed below are the names and telephone numbers of the persons responsible for the maintenance of the barricades necessary for the duration of this contract.

NAME

TELEPHONE NUMBER

Curtis P. Ranes

(219) 486-3348

T & F Construction corp. of Indiana
Contractor

Resolution No. 155-81

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:

- (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
- (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
- (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
- (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;
- (5) the following practices are not included in the meaning of "discrimination"
 - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.
- b. The term "handicap" means and includes:
- (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
 - (2) a record of such an impairment, and includes,
 - (3) a person who is regarded as having such an impairment; provided that,
 - (4) this term does not include drug or alcohol abuse or addiction.
- c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.
- d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10.00) per day, per violation, nor more than one thousand dollars (\$1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amended by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

§ 135.20 Assurance of compliance with regulations.

(a) Every contract or agreement for a grant, loan, subsidy, or other direct financial assistance in aid of housing urban planning, development, redevelopment, or renewal, public or community facilities, and new community development, entered into by the Department of Housing and Urban Development with respect to a section 3 covered project shall contain provisions requiring the applicant or recipient to carry out the provisions of section 3, the regulations set forth in this part, and any applicable rules and orders of the Department issued thereunder prior to approval of its application for assistance for a section 3 covered project.

(b) Every applicant, recipient, contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a section 3 covered project, the following clause (referred to as a section 3 clause):

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR _____, and all applicable rules and orders of the Department issued thereunde

prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding. If any, a notice advising the said labor organization or workers' representative of his commitments under this section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The contractor will include this section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR _____. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR _____ and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of section 3, the regulations set forth in 24 CFR _____, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfil

these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR _____. 135.

Employment Opportunities for Businesses
and Lower Income Persons
in Connection with
EUD-Assisted Projects

<p>CONTRACTOR'S NAME</p> <p>T & F Construction Corp. of Indiana</p>	<p>PROJECT NAME</p> <p>West Central Area</p>
<p>ADDRESS - ZIP CODE</p> <p>P.O. Box 27 Hagerstown, Indiana 47346</p>	<p>PROJECT NUMBER</p> <p>Resolution No. 155-81</p>
<p>FEO OFFICER</p> <p>Leon B. Taber Exec. Vice President</p>	<p>PROJECT LOCATION (CITY, COUNTY, STATE)</p> <p>Fort Wayne (Allen) Indiana</p>
<p>AREA CODE - PHONE NUMBER</p> <p>(317) 489-4538</p>	<p>CONSTRUCTION STARTING & COMPLETION DATE (Project Starting & Completion Date)</p> <p>Seven (7) Days After Notification to start approx. June 29, 1981 Finish - August 30, 1981</p>

I. Determination of Project Area Boundaries

A. Address of Proposed Project:

West Central Area

(Street)

Fort Wayne, Indiana

(City or Township)

Allen

(County)

- B. Below, indicate whether this project is located in an Urban Renewal Area, Neighborhood Development Program Area, Model Cities Area, Metropolitan Development Plan Area or Indian Reservation.

Yes Neighborhood Development Program Area

(specify)

If yes, the project area for purposes of this Section 3 Affirmative Action Plan is coextensive with boundaries of the Urban Renewal, NDP, Model Cities, Metropolitan Plan or Indian Reservation boundaries. (Exception 701 Projects; see Toote/Haecker memo notice dated 7-1-74)

- No. If no, specify the smallest political jurisdiction within which the project is located (i.e., township, city, village, county, etc.):

(specify)

The project area for purposes of this Section 3 Affirmative Action Plan is coextensive with the political jurisdiction specified above.

- C. Based on the information given in Columns 1, 2 and 3 (Table B), and the availability of eligible business concerns within the project area doing business in professions or occupations identified, set forth your goals for the number of contracts to be awarded to eligible project area businesses in Column 4, and for the approximate dollar amount to be awarded to project area businesses in Column 5. Eligible project area businesses will be utilized to the greatest extent feasible.

Name of Contractor

following specific affirmative action steps directed at increasing the utilization of lower income residents and project area businesses.

- A. To ascertain from the HUD Area Office Director the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials of the Department in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from the appropriate areas the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- *D. To insert this affirmative action plan in all bid documents, and to require all bidders to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish those goals.
- *E. To insure that contracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 affirmative action plan.

J. To list on Table C, all projected workforce needs for all phase of this project by occupation, trade, skill level and number of positions.

As officers and representatives of T & F Construction Corp. of Indiana

Name of Contractor

we the undersigned have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

J. L. Taber
J. L. Taber Signature

President
Title

June 17, 1981
Date

V. L. Miller
V. L. Miller Signature

Secretary-Treasurer
Title

June 17, 1981
Date

COLLECT 1	COLLECT 2	COLLECT 3	COLLECT 4	COLLECT 5
JOB CATEGORY	TOTAL ESTIMATE POSITIONS	NO. POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH L.I.P.A.R.*
OFFICERS/SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/RENTAL/MANAGEMENT				
OFFICE CLERICAL				
SERVICE WORKERS				
OTHERS				

TRADE: International Brotherhood of Electrical Workers Local 1393

JOURNEYMEN	4	4		
HELPERS				
APPRENTICES				6
MAXIMUM NO. TRAINEES				
OTHERS				

TRADE:

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				

TRADE:

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				
TOTAL				

*Lower Income Project Area Residents.
Individuals residing within the Section 3 determined project area boundaries whose family income does not exceed 90% of the median income in the Standard

T & F Construction Corp. of Indiana
COMPANY

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

FEDERAL LABOR STANDARDS PROVISIONS

1. APPLICABILITY

The Project or Program to which the work covered by this Contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

2. MINIMUM WAGE RATES FOR LABORERS AND MECHANICS

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Local Public Agency or Public Body for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

3. UNDERPAYMENTS OF WAGES OR SALARIES

In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the Local Public Agency or Public Body in addition to such other rights as may be afforded it under this Contract shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Local Public

Agency or Public Body may consider necessary to pay such laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the Local Public Agency or Public Body, for and on account of the Contractor or the subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

4. ANTICIPATED COSTS OF FRINGE BENEFITS

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this Contract: Provided, however, the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. A copy of any findings made by the Secretary of Labor in respect to fringe benefits provided by the Contractor must be submitted to the Local Public Agency or Public Body with the first payroll filed by the Contractor subsequent to receipt of the findings.

5. OVERTIME COMPENSATION REQUIRED BY CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (76 Stat. 357-360: Title 40 U.S.C., Sections 327-332)

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 8 hours in any calendar day or in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such work week, as the case may be.

(b) Violation: liability for unpaid wages liquidated damages. In the event of any violation of the clause set forth in paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in paragraph (a), in the sum of \$10 for each calendar day on which such employee was required or permitted to work

in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a).

(c) Withholding for liquidated damages. The Local Public Agency or Public Body shall withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph (b).

(d) Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in paragraphs (a), (b), and (c) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

6. EMPLOYMENT OF APPRENTICES/TRAINEES

- a. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (b) of this subparagraph or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to

furnish to the contracting officer or a representative of the Wage-Hour Division of the U. S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

- b. Trainees. Except as provided in 29 CFR 5.15 trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification, by the U. S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U. S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- c. Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

7. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

8. REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT"

The Contractor shall comply with the applicable regulations (a copy of which is attached and herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948: 62 Stat. 862; Title U.S.C., Section 874; and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

9. EMPLOYMENT OF LABORERS OR MECHANICS NOT LISTED IN AFORESAID WAGE DETERMINATION DECISION

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to the wage determination by the Local Public Agency or Public Body, and a report of the action taken shall be submitted by the Local Public Agency or Public Body, through the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Local Public Agency or Public Body shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for final determination.

10. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES

The Local Public Agency or Public Body shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Local Public Agency or Public Body, shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for determination.

11. POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED WAGE DEDUCTIONS

The applicable wage poster of the Secretary of Labor, United States Department of Labor, and the applicable wage determination decisions of said Secretary of Labor with respect to the various classification of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at appropriate conspicuous points at the site of the work.

12. COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

13. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the Local Public Agency or Public Body for referral by the latter through the Secretary of Housing and Urban Development to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

14. QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the aforesaid Davis-Bacon Act, (d) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Local Public Agency or Public Body and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

15. PAYROLLS AND BASIC PAYROLL RECORDS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be

furnished by the Local Public Agency or Public Body. The Contractor shall submit weekly to the Local Public Agency or Public Body two certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of 3 years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions or costs anticipated of the types described in Section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor or subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the Local Public Agency or Public Body, and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

16. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

The transporting of materials and supplies to or from the site of the Project or Program to which this Contract pertains by the employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Program to which this Contract pertains by persons employed by the Contractor or by any subcontractor, shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor Standards Provisions are applicable.

17. INELIGIBLE SUBCONTRACTORS

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted

without the Local Public Agency's or Public Body's prior written approval of the subcontractor. The Local Public Agency or Public Body will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor or the Secretary of Housing and Urban Development, to receive an award of such subcontract.

18. PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consistent with these Federal Labor Standards Provisions and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

19. BREACH OF FOREGOING FEDERAL LABOR STANDARDS PROVISIONS

In addition to the causes for termination of this Contract as herein elsewhere set forth, the Local Public Agency or Public Body reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS
SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED
PURSUANT THERETO BY THE SECRETARY OF LABOR,
UNITED STATES DEPARTMENT OF LABOR

TITLE 18, U.S.C., section 874

(Replaces section 1 of the Act of June 13, 1934 (48 Stat. 948, 40 U.S.C.,
sec. 276b) pursuant to the Act of June 25, 1948, 62 Stat. 862)

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat. 948, 62 Stat. 862,
63 Stat. 108, 72 Stat. 967, 40 U.S.C., sec. 276c)

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) shall apply to such statements.

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Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part 3. The term "this part," as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

TITLE 29 -- LABOR

Subtitle A -- Office of the Secretary of Labor

PART 3--CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN
WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Section 3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally-assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14

(e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction," "prosecution," "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, preservation, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 317, "Statement of Compliance", or on an identical form on the back of WH 317, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 317 and WH 317-B may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 F.R. 95, Jan. 1, 1964, as amended at 33 F.R. 10186, July 17, 1968]

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under § 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employer as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employer to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under § 516.27 (a) of this title shall be kept.

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under § 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, sub-contractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under § 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

- (a) The application shall be in writing and shall be addressed to the Secretary of Labor.
- (b) The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.
- (c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of § 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
- (d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.
- (e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of § 3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under § 3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see § 5.5 (a) of this subtitle.

DECISION NO. IN77-2060

POWER EQUIPMENT OPERATORS (CONT'D)

GROUP IV - Mixers 145 Capacity or Less; Trench Machine Cutting 24" and under; Farm Tractor with less than Half Yard Bucket and Other Attachments Except Back Hoe; Truck Crane Oiler; Power Subtractor Bull Float; Farm Grader; Finishing Machine; Pavement Breaker; Rock Crushers; One Drum Machine; One Air Compressor; Concrete Pump; Gunite Machine; Air Tugger; Truck Crane Drivers; Hoist Elevators When Used for Hoisting Material; Two to Four Generators for Welding Machines; Mechanized Hoppers Irrespective of Motor Power When Used for Temporary Heat; Small Rollers on Earth; Engine Penders; Wagon Drill; Flexplane; Conveyor; Two to Four Water Pumps; Siphon and Pulser; Distributor Operator on Trucks; Tampers; Power Broom; Post Hole Digger; Self-Propelled Concrete Saw; Skidding Machine (Motor Driven); Fore Tamping; Seaman Tiller; Bulk Cement Plant Equipment Greaser; Track Jack; Mud Jack; Concrete Buggies Motor Driven; Oilers; Barrel Type Mixer; One Molding Machine or One Water Pump; Air Valves or Steam Valves from Plant; Concrete Mixers Without Skip; Curing Machine; Concrete & Blacktop Curb Machine; Deck Bands

Cranes with Booms from 125 ft. to 199 ft. Including Jib Receive Additional \$.75 Per Hour

Cranes with Booms over 199 ft. Including Jib Receive Additional \$.15 Per Hour

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the Labor standards contract clauses (29 CFR, 5, 5 (a) (1) (11)).

Modification No. 1, dated May 1, 1980
Modification No. 2, dated June 13, 1980

SUPERSEDES DECISION

STATE: Indiana

DECISION NUMBER: IN80-2015

Supercedes Decision No.: IN77-2060. dated June 22, 1977 in PR 36681

DESCRIPTION OF WORK: Heavy and Highway Construction Projects

COUNTIES: *See below

DATE: Date of Publication

*Statewide, except Lake,
LaPorte, Porter and St.
Joseph Counties

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or App. Tr.
CARPENTERS: Jasper, Newton and Starke Counties Elkhart County LaPorte Bartholomew (Camp Atterbury), Boone, Fountain, Hamilton, Hancock, Hendricks, Johnson (except Ellettsburg), Marion, Montgomery, Morgan (except Washington), Parke (except portion lying west of a line south and north running through Jessup, Rosedale, Carbondale, and Poland), Putnam, Vermillion (north of the south city limits of Summit Grove) and Warren Counties Remainder of State of Indiana	13.53 11.93	.75 .60	.62 .50	.15 .05
CEMENT MASONS: Adams, Allen, DeKalb, Noble, Steuben and Whitley Counties Brown, Jackson, Jefferson, Jennings, Lawrence, Orange Goss and Washington Cos. Benton (Eastern 2/3), Carroll, Cass, Clinton, Fountain (Eastern 3/4), Howard, Jasper (Southern 2/3), Miami, Montgomery, Newton (Southern 2/3), Tippecanoe, Warren (Eastern 2/3), and White Cos.	12.80 11.93 10.85 11.00 10.75	.75 .70 .75 .80 .60	.70 .70 .80 .75	.00 .05 .02

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
Jasper (Northeastern portion of Co. west to, but not including Wheatfield), Pulaski (Northern 2/3 of Co.), & Starke Counties	12.75	1.00	1.00	.06
Pulton, Marshall & Pulaski (St.) Counties	11.23	.85	.80	.04
Blackford, Delaware, Grant, Huntington, Jay, Randolph, Wabash, & Wells Counties	10.75	.60	.80	
Clark, Floyd, & Harrison Counties	9.88	1.00	.70	.04
Elkhart, Kosciusko & LaGrange Counties	12.28		.30	.02
Boone, Hamilton (Southern 1/2 of Co., North to the new Rte. Indiana Hwy 132 incl. Noblesville), Hancock (Southern & Western part, north to but not incl. Wilkinson & east to, but not incl. Fortville), Hendricks, Johnson, Marion & Morgan (Northern 1/2 of Co.) Counties	11.16	.75	.75	.04
Crawford, Dubois, Perry, Posey, Spencer, Vanderburgh, & Warrick Cos.	12.30	.85	.65	
Greene & Sullivan Cos.	12.05	.06	1.00	.04
Hamilton (Northern 1/2 of Co.), Hancock (Eastern 1/2 of Co.), Henry, Madison & Tipton Cos.	11.66	.65	.50	.08
Newton (Northern 1/3) Co., Spencer, Fayette, Franklin, Rush, Union & Wayne Cos.	10.35		1.80	.03

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
Daviess, Gibson, Knox, Martin & Pike Cos.	11.05	.80	.80	
Clay, Owen (extreme western part of Co.), Parke, Putnam, Vermillion, & Vigo Cos.	10.20	.60	.25	
IRONWORKERS:				
Adams, Allen, Blackford, DeKalb, Delaware (Northeastern 1/3 of Co.), Grant (excluding S/W portion), Huntington, Jay, Kosciusko (SW portion incl. Warsaw), LaGrange (Eastern 1/2 of Co.), Noble, Randolph (N. part of Co. excluding Union City but including Winchester), Steuben, Wabash, Wells & Whitley Counties	12.35	1.00	1.70	.02
Elkhart, Fulton, Kosciusko (Rem. of Co.), LaGrange (Western 1/2 of Co.), Marshall, Pulaski & Starke, Counties	11.95	1.00	1.98	.03
Jasper (Northern 1/2 of Co.) & Newton Counties	13.62	.90	1.66	.09
Clark, Crawford, Floyd, Harrison, Jackson (Southern 1/2 of Co.), Jefferson, Jennings (Southern 1/2 of Co.), Lawrence (Southern 2/3 of Co.), Martin (Eastern 1/2 of Co.), Orange, Scott & Washington	12.00	1.40	1.45	.06
Marion County	12.10	1.00	1.95	.05

Bartholomew, Boone (South-eastern 1/4 of Co.), Brown, Clinton (Eastern 1/3 of Co.), Decatur (Western 1/4 of Co.), Delaware (Southern 2/3 of Co.), Fayette (Western 1/4 of Co.), Franklin (NW 1/4 of Co.), Grant (SW portion), Hamilton, Hancock, Hendricks, Henry, Howard, Jackson (Northern 1/4 of Co.), Jennings (Northern 1/4 of Co.), Johnson, Lawrence (Northeastern 1/6 of Co.), Madison, Monroe, Morgan, Owen, Putnam (Eastern 1/4 of Co., excluding Greencastle), Rush, Shelby, & Tipton Counties

Benton, Boone (Northwestern 1/4 of Co.), Carroll, Cass, Clinton (Western 2/3 of Co.), Fountain, Jasper (Southern 1/4 of Co.), Miami, Montgomery, Tippecanoe, Warren, & White Counties

Fayette (Eastern 1/4 of Co.), Randolph (Rem. of Co.), Union (N 2/3 of Co.), & Wayne Counties

Clay, Daviess, Greene, Knox, Lawrence (Northwestern 1/6 of Co.), Parke, Putnam (Western 1/4 of Co., including Greencastle), Sullivan, Vermillion, & Vigo Counties

Dearborn, Decatur (Eastern 1/4 of Co.), Franklin (Remainder of Co.), Ohio, Ripley, Switzerland, & Union (Southern 1/3) Cos.

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appn. Tr.
12.25	1.00	1.95		.05
12.24	1.00	1.65		.02
12.36	1.00	1.45		.06
11.85	1.00	2.30		.10
13.00	1.00	1.45		.03

PAINTERS:

Adams, Allen, DeKub, Grant, Huntington, LaGrange, Noble, Steuben, Wabash, Whitley & Wells (Northern 1/4 of Co. to & incl. Bluffton):

Brush, Paperhangers; Rollers & Tapers

Sandblasters; Spray

Bartholomew, Decatur, Jackson & Jennings Cos.: Brush, Roller & Steel Spray

Benton, Clinton, Fountain, Montgomery, Putnam (except City of Greencastle), Tippecanoe, & Warren Cos.: Brushy Roller

Structural Steel Sandblasting Spray

Blackford, Cass, Delaware, Fulton, Howard, Jay, Madison, Miami, Tipton, & Wells (to the south city limits of Bluffton) Counties:

Brush Spray

Boone, Hamilton, Hancock, Hendricks, Johnson, Marion, Morgan (North 1/4 of Co.) & Shelby Cos.: Brush Spray

Brown, Monroe, Morgan (excluding North 1/4 of Co.) & Owen Cos.: Brush Structural Steel Spray

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appn. Tr.
9.90	.60	.85		.12
10.90	.60	.85		.12
9.45		.50		
10.45		.50		
11.25	.70			
11.50	.70			
12.25	.70			
14.52	.70			
10.80		.80		
11.80		.60		
11.24	.78	.48		
12.24	.78	.48		
8.90			.30	
9.65			.30	
9.90			.30	

	Base Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
Carroll, Jasper, Newton, & White Counties:					
Brush	12.65	.79	.60		.05
Sandblasting; Sign & Spray	13.40	.79	.60		.05
Clark, Crawford, Floyd, Harrison, Jefferson, Scott, & Washington Counties:					
Brush	9.83	.35	.20		.03
Spray	10.20	.35	.20		.03
Clay & Putnam (City of Greencastle) Cos.:					
Brush; Drywall; Paperhang- er; Pointing & Taping	9.00				
Brush-Steel; Roller	9.50				
Brush-Swing Stage	10.05				
Spray	10.25				
Spray-Steel	10.50				
Sandblasting; Spray-Swing Stage	10.75				
Davies, Gibson & Knox Cos.:					
Brush up to 30'	10.55	.55			
Brush over 30'	11.35	.55			
Spray up to 30'	11.55	.55			
Spray over 30'	12.35	.55			
Dearborn, Ohio, Ripley & Switzerland Counties:					
Brush; Roller; Wallwashing; Drywall Taping & Finish; Paperhanging & Vinyl; Seamless Floors & Finish- ing Floors; Sanding	11.50				
Sandblasting & Steam Clean	11.50				
Spray; Epoxy	12.00				
Tanks, Elevators, Bridges, Steeplecs over 40 ft.	12.60				

	Base Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
Dubois, Perry, Pike, Posey, Spencer, Vanderburgh & Warrick Counties:					
Brush	13.05	.80	.40		
Spray	14.05	.80	.40		
Elkhart, Kosciusko, Mac- shall, Pulaski & Starke Counties:					
Brush	10.44		.40		15.00p/y
Drywall Taping & Finish; Paperhangers; Spray & Vinyl	10.34		.40		15.00p/y
Fayette, Franklin, Henry, Randolph, Rush, Union & Wayne Counties:					
Brush	9.35				
Sandblasting; Spray	10.35				
Structural Steel; Scaffold over 30 ft.	9.60				
Laurence, Martin & Orange Counties:					
Brush; & Structural Steel	9.00				
Parke, & Vermillion Cos.:					
Brush	10.65			.50	
Spray	12.15			.50	
Greene, Sullivan & Vigo Counties:					
Brush	11.25				
Spray	12.25				
Structural Steel up to 30'	11.50				
Structural Steel 30' to 100'	12.25				
Structural Steel over 100'	13.25				

LABORERS: HEAVY & HIGHWAY
CONSTRUCTIONGROUP 1
GROUP 2
GROUP 3
GROUP 4
GROUP 5

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
9.00	.85	.75		.09
9.15	.85	.75		.09
9.20	.85	.75		.09
9.30	.85	.75		.09
9.05	.85	.75		.09

LABORERS

GROUP 1 - Carpenter Tender; Chainman; Construction Laborers; Continuous Steel Rod or Mat Installer; Fence Erector; Grade Checker; Guard Rail Erector; Joint Man (Mortar, Mastic & all other Types); Lighting Installer; Lineman for Automatic Grade Maker or Paving Machine; Mortar Man; Multi-plate Erector; Rip-Mat Installer; Road Marking & Delineation Laborer; Rodman; Setting & Placing of All Precast Concrete Products; Spraying of Epoxy; Curing compound or Like Materials; Survey Crew Man; Wire Mesh Layer; Sign Installation, Including Supporting Structures

GROUP 2 - Air Tool, Power Tool, & Power Equipment Operator; Asphalt Lute Man; Asphalt Raker Man; Batch Truck Dumper; Cement Handler (Bulk or Bag Cement); Chain Saw Man; Concrete Conveyor Assembly Man; Concrete Puddler; Concrete Rubber; Concrete Saw Operator; Core Drill Operator; Hand Blade Operator; Hydro Seeder Man; Motor Driven Georgia Buggy Operator; Power Driven Compactor or Tamping Operator; Eye Level; Power Saw Operator; Pumpcrete Assembly Man; Sealer Applicator for Asphalt, Tar, & Seal; Side Rail Setter - For Sidewalks, Side Ditches, Rails & Pavements; Spreader Box Tender; Straw Blower Man; Subsurface Drain & Culvert Pipe Layer; Transverse & Longitudinal Hand Bull Float Man; Bridge Hand Rail Erector; Laborers Instrument Man; Scribed Man or Screw Man on Asphalt Paver; Rebar Installer; Sandblaster Man; Setting & Placing Prestressed or Precast Concrete Structural Members

GROUP 3 - Horizontal Boring & Jacking Man; Jackman & Sheetman; Pipe Grade Man; Winch & Windlass Operator

GROUP 4 - Conduit Installer; Cutting Torch Turner; Laser Beam Aligner; Welders (Electric or Oxy-Acetylene); Sewer Pipe Layer; Water Line Installer; Manhole Erector

GROUP 5 - Air Track & Wagon Drillman; Concrete Finisher; Dynamite & Powder Man

LABORERS: SEWER, TUNNEL, & WATER CONSTRUCTION

GROUP 1
GROUP 2
GROUP 3
GROUP 4
GROUP 5
GROUP 6

*See memo
dated 5-9-80*

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
9.20	9.00	9.00	9.20	9.40
9.35	9.15	9.15	9.35	9.55
9.40	9.20	9.20	9.40	9.60
9.50	9.30	9.30	9.50	9.70
10.05	9.85	9.85	10.05	10.25
9.40	9.20	9.20	9.40	9.60
9.55	9.35	9.35	9.55	9.75
10.00	9.80	9.80	10.00	10.20
9.50	9.30	9.30	9.50	9.70

ZONES

ZONE 1: Jasper, Lake, LaPorte, Newton, Porter, & Starke Counties

ZONE 2: (Excluded from this schedule)

ZONE 2A: Elkhart & St. Joseph Counties

ZONE 2B: Kosciusko, Lagrange, & Marshall Counties

ZONE 3: Benton, Blackford, Boone, Carroll, Cass, Clinton, Delaware, Fayette, Fulton, Grant, Hamilton, Hancock, Henry, Howard, Jay, Madison, Miami, Montgomery, Pulaski, Randolph, Rush, Tippecanoe, Tipton, Union, Wayne, & White Counties

ZONE 4: Marion & Shelby Counties

ZONE 5: Bartholomew, Brown, Clark, Clay, Crawford, Daviess, Dearborn, Decatur, DuBois, Floyd, Fountain, Franklin, Gibson, Greene, Harrison, Hendricks, Jackson, Jefferson, Jennings, Johnson, Knox, Lawrence, Martin, Monroe, Morgan, Owen, Orange, Owen, Parke, Perry, Pike, Posey, Putnam, Ripley, Scott, Spencer, Sullivan, Switzerland, Vanderburgh, Vermillion, Vigo, Warren, Warrick, & Washington Counties

LABORERS (SEWER, TUNNEL, & WATER CONSTRUCTION)

GROUP 1 - Carpenter Tender; Chainman; Construction Laborers; Continuous Steel Rod or Mat Installer; Fence Erector; Grade Checker; Guard Rail Erector; Joint Man (Mortar, Mastic & all other Types); Lighting Installer; Lineman for Automatic Grade Maker or Paving Machine; Mortar Man; Multi-plate Erector; Rip-Rap Installer; Road Marking & Delineation Laborer; Rodman; Setting & Placing of All Precast Concrete Products; Spraying of Epoxy, Curing compound or Like Material; Survey Crew Man; Wire Mesh Layer; Sign Installation, Including Supporting Structures

GROUP 2 - Air Tool, Power Tool, & Power Equipment Operator; Asphalt Lute Man; Asphalt Raker Man; Batch Truck Dumper; Cement Handler (Bulk or Bag Cement); Chain Saw Man; Concrete Conveyor Assembly Man; Concrete Puddler; Concrete Rubber; Concrete Saw Operator; Core Drill Operator; Hand Blade Operator; Hydro Seeder Man; Motor Driven Georgia Buggy Operator; Power Driven Compactor or Tamper Operator; Eye Level; Power Saw Operator; Pumpcrete Assembly Man; Sealer Applicator for Asphalt, Toxic; Side Rail Setter - For Sidewalks, Side Ditches, Radial & Pavements; Spreader Box Tender; Straw Blower Man; Subsurface Drain & Culvert Pipe Layer; Transverse & Longitudinal Hand Bull Float Man; Bridge Hand Nail Erector; Laborers Instrument Man; Screed Man or Screw Man on Asphalt Paver; Rebar Installer; Sandblaster Man; Setting & Placing Prestressed or Precast Concrete Structural Members

GROUP 3 - Horizontal Boring & Jacking Man; Jackman & Sheetman; Pipe Grade Man; Winch & Windlass Operator

GROUP 4 - Conduit Installer; Cutting Torch Burner; Laser Beam Aligner; Welders (Electric or Oxy-acetylene); Sewer Pipe Layer; Water Line Installer; Manhole Erector

GROUP 5 - Air Track & Wagon Drillman; Concrete Finisher; Dynamite & Powder Man

GROUP 6 - A. Bottom Man; Concrete Man
B. Concrete Headman
C. Miner or Header Man
D. Mucker & Tunnel Laborer

LABORERS, SEWER, TUNNEL, & WATER CONSTRUCTION

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
Adams, Allen, DeKalb, Huntington, Noble, Steuben, Wabash, Wells, & Whitely Counties				
Air Tool Operators; Jack-hammers; Top Laborers; Well Point Leadman	9.00	.85	.75	.09
Pipelayer Tender	9.20	.85	.75	.09
Pipelayer	9.30	.85	.75	.09
Air Track Drillers; Wagon Drill Men; Dynamite Men; Powderman	9.05	.85	.75	.09
Free Air Tunnel & Caisson Work:				
Miners	9.80	.85	.75	.09
Muckers & Tunnel Laborers	9.25	.85	.75	.09
Bottom Men; & Concrete Men	9.30	.85	.75	.09

POWER EQUIPMENT OPERATORS

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DECISION NO. TNS-1980-15

POWER EQUIPMENT OPERATORS
(Heavy & Highway Construction)

Adams, Allen, Benton, Blackford,
Carroll, Cass, Clinton, Dekalb,
Delaware, Fayette, Grant, Hamilton,
Hancock, Henry, Howard, Hunting-
ton, Jay, Johnson, Madison,
Marion, Miami, Randolph, Rush,
Shelby, Stueben, Tippecanoe, Tip-
ton, Union, Wabash, Wayne, Wells,
White, & Whitley Counties:

GROUP I \$12.44
GROUP II 11.13
GROUP III 10.46
GROUP IV 9.29

Elkhart, Fulton, Jasper, Koscius-
ko, LaGrange, Marshall, Newton,
Polk, Pulaski, & Starke, Cos.:

GROUP I 11.24
GROUP II 9.95
GROUP III 9.28
GROUP IV 8.11

Bartholomew, Brown, Clark,
Crawford, Dearborn, Decatur,
Dubois, Floyd, Franklin, Gibson,
Harrison, Jackson, Jefferson,
Jennings, Lawrence, Martin, Ohio,
Orange, Perry, Pike, Posey,
Ripley, Scott, Spencer, Switzer-
land, Vanderburgh, Warrick, &
Washington Counties:

GROUP I 12.56
GROUP II 11.25
GROUP III 10.58
GROUP IV 9.41

Adams, Clay, Daviess, Fountain,
Greene, Hawkins, Knox, Monroe,
Morgan, Moryan, Owen, Parke,
Putnam, Sullivan, Vermillion,
Vigo, & Warren Counties:

GROUP I 12.36
GROUP II 11.05
GROUP III 10.38
GROUP IV 9.21

Fringe Benefits Payments

Base Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or App. Tr.
	.75	.65		.10
	.75	.65		.10
	.75	.65		.10
	.75	.65		.10
	1.25	1.35		.08
	1.25	1.35		.08
	1.25	1.35		.08
	1.25	1.35		.08
	.50	.80		.08
	.50	.80		.08
	.50	.80		.08
	.50	.80		.08
	.75	.75		.08
	.75	.75		.08
	.75	.75		.08
	.75	.75		.08

Group 1: Air Compressors in Manifold with throttle valve; Asphalt Plant Engineer; Auto Grade or similar type machine; Auto Patrol; Backhoe on Farm type Tractor, 45 H.P. and over; Ballast Regulator (R. R.); Bituminous Mixer; Bituminous Paver; Bituminous Plant Engineer; Bull Dozer; Grison Drilling Machine; Cherry Picker - 15 ton or over; Chip Spreader; Concrete Mixer 21 cu. ft. or over; Core Drilling Machine; Crane or Derrick with any attachment including clamshell, dragline, shovel, backhoe, etc.; Dredge Engineer; Dredge Operator; Drilling Machine on which the drill is an integral part; Earth Mover - rubber tired (paddle wheel, 619, 631, 78-24 or similar type); Earth Mover, rubber tired - tandem (50 cents per hour additional for each bowl); Elevating Grader; Fork Lift (10 ton or over); P.C.C. Formless Paver; Gradall; Gravel Processing Plant (Portable); Operator of Guard Rail Post Driver; Highlift Shovel - 1-1/2 cu. yd. or over; Hoist (2 drums and over); Helicopter - Crew; Hydraulic Boom Truck; Keystone (Skimmer Scoop); Loader - self-propelled (Belt-chain wheel); Locomotive Operator; Mucking Machine; Panel Board Concrete Plant (Central Mix type); Paver-Weathering; Pile Driver - Skid or Crawler; Road Paving Mixer; Rock Breaking Plant; Rock Crushing Plant (portable); Roller - Asphalt, Waterbound Macadam; Bituminous Macadam, Brick Surface; Roller with Dozer Blade; Root Rake; Tractor Mounted; Self-propelled Widener; Stump Remover, Tractor Mounted; Surface Heater and Planer; Tandem Push Tractor (50 cents per hour additional); Tractor - Boom, Winch or Hoe Head; Tractor - Push; Tractor Mounted Spreader; Tree Mover; Trench Machine (over 24"); Tug Boat Operator; Well Drilling Machine; Winch Truck with A-Frame; Tractor with scoop

Group 2: Air Compressor with throttle valve or Clever Brooks type combination; Backfiller; Back Hoe on Farm type Tractor, under 45 H.P.; Bull Float; Cherry Picker under 15 ton; Chip Spreader (self-propelled); Concrete Pump; Concrete Mesh Depressor - independently operated; Concrete Spreader - power driven; End Loader under 1-1/2 cu. yd.; Excavating Loader - portable; Finishing Machine and Dull Float; Guniting Machine; Head Greaser; Mechanic; Mesh or Steel Placer; Multiple Tamping Machine (R.R.); P.C.C. Concrete Belt Placer; Pile Grader - power control; Refrigerating Machine - freezing operation; Ross Carrier; Sheepfoot Roller (self-propelled); Tamper - Multiple Vibrating - Asphalt, Waterbound Macadam, Bituminous Macadam, Brick Surface; Trench Machine 24" and under; Tumbler Float; Welder

POWER EQUIPMENT OPERATORS (Cont'd)

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Group 3: Assistant Plant Engineer; Base Power (Jersey or similar type machine); Concrete Finishing Machine; Concrete Mixer - less than 21 cu. ft.; Curb Machine; Farm Tractor - including farm tractor with all attachments except backhoe and including high lift end loaders of 1 cu. yd. capacity or less; Fireman (on boiler); Hoist (one drum); Operator, 5 pieces of minor equipment; Paving Breaker; Power Broom, self-propelled; Roller (Earth and Sub-base material); Slurry Seal Machine; Splice Machine (H.R.); Tamper - Multiple Vibrating - Earth and Sub-base material; Throttle Valve; Throttle Valve and Fireman combination on horizontal or upright boiler; Tractaire with Drill; Tractor - 50 H.P. or over; Well Point System; Widenor (Apco or similar type)

Group 4: Air Compressor; Assistant to Engineer - Oilier; Automatic Dry Batch Plant; Bituminous Distributor; Bituminous Patching Tamper; Belt Spreader; Broom and Belt Machine; Chair Cart (self-propelled); Coleman Type Screen; Conveyor (portable); Deck Hand; Digger Post Hole (power-driven); Fork Lift - under 10 ton; Form Grader; Form Tamper (motor driven); Generator; Greaser Tender; Hetherington Driver; Hetherington Tender; Hydraulic Sander; Mechanics Tender; Mechanical Heater; Operator 1 thru 4 pcs. of minor equipment; Outboard or Inboard Motor Boat; Power Curing Spraying Machine; Power Saw - Concrete (power driven); Pug Mill; Pull Broom (power type); Senner Tiller; Straw Blower or Brush Mulcher; Stripping Machine; Paint (motor driven); Sub-grader; Tractaire; Tractor (below 50 H.P.); Truck Crane Oilier - Driver; Spreader; Water Pump; Welding Machine 5 2 of 300 amps or over

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POWER EQUIPMENT OPERATORS
(Tunnel & Sewer Construction)

Adams, Allen, Blackford, DeKalb,
Huntington, Jay, Steuben, Wells,
& Whitley Counties

GROUP	Daily Hourly Rates	H & W	Pensions	Vacation	Education and/or Appl. Tr.
GROUP I	\$12.44	.75	.65		.10
GROUP II	11.13	.75	.65		.10
GROUP III	10.46	.75	.65		.10
GROUP IV	9.29	.75	.65		.10

Benton, Carroll, Cass, Clinton,
Delaware, Fayette, Fulton,
Grant, Hamilton, Hancock, Henry,
Howard, Johnson, Madison, Marion,
Miami, Randolph, Rush, Shelby,
Tippecanoe, Tipton, Union,
Wabash, Wayne & White Counties

GROUP	Daily Hourly Rates	H & W	Pensions	Vacation	Education and/or Appl. Tr.
GROUP I	12.50	.55	.65		.10
GROUP II	11.50	.55	.65		.10
GROUP III	9.60	.55	.65		.10
GROUP IV	8.50	.55	.65		.10

See memo 2
446 6-13-80

CLASSIFICATIONS

Group 1: Air Compressor (pressurizing shafts, tunnels and divers); Air Tugger; Auto Patrol; Back Filler; Backhoe; Boom Cat; Doring Machine; Dull Dozer; Catcon Drilling Machine; Cherry Picker; Compactor (with dozer blade); Concrete Mixer (dual drum); Concrete Plant; Concrete Pump; Crane with all attachments; Crane - electric overhead; Derrick; Dual Purpose Truck (pitman type); Ditching Machine (18" and over); Bridge; Elevators (when hoisting material or tools); Fork Lift; Formless Power; Generators (power for holders or compressors); Grapple; Helicopter; Helicopter Machine Operator; High Lift - Front End Loader; Hoist; Locomotive and/or Dinky Engine; Machine on job site; Mucking Machine; Panel Board Concrete Plant; Pile Driver; Push Cat; Scrap and Trencher; Scraper - rubber tired; Spreader - tractor mounted; Straddle Carrier - Hoss type; Sub Base Finish Machine (C.M.I. or similar); Tunnel Crane; Tractor with backhoe (1 1/2 yard and over); Trench Box - power driven; Tunnel Shield; Widenor (craft)

Group 2: A-Frame Truck; Batcher Plant (Automatic-Dry Batch); Bending Machine - power driven; Bituminous Mixer; Bituminous Paver; Bituminous Plant Engineer; Boatman; Bull Float; Compactor or Tampers - self-propelled; Concrete Mixer (21 cu. ft. or over); Concrete Spreader - power driven; Ditching Machine (less than 18"); Drilling Machine; Finish Machine and Bull Float; Finishing Machine; Fireman - pile driving and rollers; Grout Machine; Head Greaser; Mesh Depressor - Mesh Placer; P.C.C. Concrete Belt Placer; Roller - Asphalt, Stone and Sub Base; Rotary Drill; Sheepfoot Roller - self-propelled; Spreader or Base Paver - self-propelled; Sub Grader; Throttle Valve with Air Compressor or Boiler; Tractor with Backhoe (under 1 1/2 yard); Tractor - High Lift, farm type; Tractor, Industrial type; Tractor with Winch; Well Points; Winch Truck

Group 3: Air Compressor (210 cu. ft. and over); Bituminous Distributor; Chair Cart; Concrete Curing Machine; Concrete Saw; Dope Pot, power agitated; Flex Plane; Form Grader; Hydrohammer; Jacks - hydraulic, power driven; Minor Equipment Operator 2, 3, 4 or 5; Paving Joint Machine; Post Hole Digger; Roller, earth; Throttle Valve; Track Jack, power driven; Tractor, farm type; Truck Crane Driver

Group 4: Air Compressor (less than 210 cu. ft.); Concrete Mixer (under 21 cu. ft.); Conveyor; Generator; Mechanical Heater; Oiler; Power Broom; Pump Welding Machine; Tenders

POWER EQUIPMENT OPERATORS
(Sewer, Tunnel, & Water Construction)

Bortholomew, Brown, Clark, Crawford, Dearborn, Decatur, Dubois, Floyd, Franklin, Gibson, Harrison, Jackson, Jefferson, Jennings, Lawrence, Martin, Ohio, Orange, Perry, Pilsa, Poncey, Ripley, Scott, Spencer, Switzerland, Vanderburgh, Varrick, & Washington Counties

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
Group 1	\$10.25	.40	.45		.00
Group 2	9.15	.40	.45		.00
Group 3	7.91	.40	.45		.00

CLASSIFICATIONS

Group 1: A-Frame Winch Truck; Air Compressor, 900 cu. ft. and over; Air Tugger; Auto-grade (CMI); Auto Patrols; Backhoe; Ballast Regulator (RM); Batcher Plant (electric control concrete); Bending Machine (Pipe); Bituminous Plant; Bituminous Mixer Travel Plant; Bituminous Paver; Roller; Bulldozer; Cable Way; Chicago Boom; Clamshell; Concrete Mixer (21 cu. ft. or over); Concrete Paver; Concrete Pump (Grate); Crane; Crane-man; Crusher Plant; Derrick; Derrick Boat; Dinky; Dope Pots (Pipeline); Dragline; Dredge Operator; Dredge Engineer; Drill Operator; Elevating Grader; Elevator; Fod Hoe (or similar type equipment); Forklift; Formless Paver; Gantry Crane; Grapple; Graden; Grout Pump; Helicopter Crew; Hetherington Paver; Highlift; Hoist; Hough; Hough Loader (or similar type); Hydro Crane; Hydro Hammer; Locomotive Crane; Locomotive Mechanic; Mobile Mixer; Motor Crane; Nucking Machine; Multiple Tamping Machine (RM); Overhead Crane; Pile Driver; Pulls; Push Dozer; Push Boats; Roller (Sheepfoot); Ross Carrier; Scoop; Shovel; Side Boom; Swing Crane; Tail Boom; Tar Machine (Pipeline); Throttle Valve; Tower Crane; Trench Machine; Welder, heavy duty; Truck Mounted Concrete Pump and Drill; Well Point; Whirleys

Group 2: Air Compressor (up to 900 cu. ft.); Brukeman; Bull Plant; Concrete Mixer (over 105 and under 215); Concrete Spreader or Puddler; Dock Engine; Electric Vibrator Compactor (earth or rock); Finishing Machine; Fireman; Greaser (on grease facilities servicing heavy equipment); Material Pump; Motor Boats; Portable Loader; Post Hole Digger; Power Broom; Rock Roller; Roller-wobble wheel (earth and rock); Spike Machine (RM); Seaman Tiller; Spreader Rock; Sub-grader; Tamping Machine; Welding Machine; Widener (Apoco or similar type)

Group 3: Bituminous Distributor; Cement Gun; Concrete Saw; Conveyor; Rock Hand Oiler; Drill Tender; Earth Roller; Form Grader; Generator; Guard Rail Driver; Heater; Oiler; Paving Joint Machine; Steam Jenny; Truck Crane Oiler; Vibrator; Water Pump

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TOWER EQUIPMENT OPERATORS

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TOWER EQUIPMENT OPERATORS

(Tunnel & Sewer Construction)
Beane, Clay, Dywidda, Fountain, Groene, Hendricks, Knox, Monroe, Montgomery, Morgan, Owen, Parke, Putnam, Sullivan, Vermillion, Vigo, & Warren Counties;

GROUP I

GROUP II

GROUP III

GROUP IV

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appt. Tr.
13-15	.55	.75		.08
15-18	.55	.75		.08
18-20	.55	.75		.08
20-22	.55	.75		.08
22-25	.55	.75		.08

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POWER EQUIPMENT OPERATORS

(Tunnel & Sewer Construction)
Jasper, Newton, Pulaski, & Starks
Counties

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appl. Tr.
Group 1	\$13.20	\$1.10	\$1.10	.05
Group 2	12.70	1.10	1.10	.05
Group 3	11.15	1.10	1.10	.05
Group 4	10.15	1.10	1.10	.05

CLASSIFICATIONS

Group 1: Mechanic; Asphalt Plant; Autograde; Batch Plant; Benoto (requires two engineers); Boiler and Throttle Valve; Doring Machine (Mining Machine); Calson Rigs; Central Redlinx Plant; Combination Backhoe; Front End Loader with Backhoe Bucket, over 1 1/2 cu. yd.; Combination Tugger Hoist and Air Compressor; Compressor and Throttle; Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 272 cu. ft.; Concrete Paver 272 cu. ft. and under; Concrete Pump with Boom (truck mounted); Concrete Tower; Cranes, all; Cranes, Hammerhead Tower; Cretor Cranes; Derricks, all; Derricks, traveling; Forklift - Full type; Forklift - 10 ton and over; Hoists, one, two, and three drums; Hoist, two tuggers, one floor hydraulic boom truck; Locomotive, all; Motor Patrol; Working Machine; Pile Drivers and Skid Rig; Pile Machine; Presses Machine; Pump Cretors and similar types; Rock Drill (self-propelled); Rock Drill (truck mounted); Slipform Paver; Straddle Buggies; Tractor with Boom and Side Boom; Trenching Machine; Winch Tractors

Group 2: Asphalt Spreader; Roller; Bulldozer; Combination Backhoe, Front-end Loader with Backhoe Bucket, 1 1/2 cu. yd. and under; Grader, Elevating; Greaser Engineer; Grouting Machine; Highlift Shovels or Front Endloaders; Hoist, automatic; Hydraulic Milling Machine; Hoist, all elevators; Hoists, Tugger, single drum; Post Hole Digger; Rollers, all; Scoops - tractor drawn; Stone Crushers; Tournapull; Winch Trucks

Group 3: Concrete Mixer (2 bag and over); Conveyor, portable; Steam Generators; Tractors, farm and similar type; Air Compressor - small, 150 and under (1 to 5 not to exceed a total of 360 ft.); Air Compressor - large, over 150; Combination - small equipment operator; Forklift - under 10 tons; Generators; Pumps (1 to 3 not to exceed a total of 360 ft.); Pump, Wall Pumps; Welding Machines (2 through 5); Winches, 4 electric Drill Winches

Group 4: Heatres, Mechanical (1 to 5); Oilers & Switchmen

DECISION NO. IN 03-2015

TRUCK DRIVERS:

GROUP A
GROUP B
GROUP C
GROUP D
GROUP E
GROUP F
GROUP G
GROUP H
GROUP I
GROUP J
GROUP K
GROUP L

*See Truck 1
dlt 5-2-80*

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appl. Tr.
2-5,600	31.00	37.00		
5,700	31.00	37.00		
5,800	31.00	37.00		
5,900	31.00	37.00		
6,000	31.00	37.00		
6,100	31.00	37.00		
6,200	31.00	37.00		
6,300	31.00	37.00		
6,400	31.00	37.00		
6,500	31.00	37.00		
6,600	31.00	37.00		
6,700	31.00	37.00		
6,800	31.00	37.00		
6,900	31.00	37.00		
7,000	31.00	37.00		
7,100	31.00	37.00		
7,200	31.00	37.00		
7,300	31.00	37.00		
7,400	31.00	37.00		
7,500	31.00	37.00		
7,600	31.00	37.00		
7,700	31.00	37.00		
7,800	31.00	37.00		
7,900	31.00	37.00		
8,000	31.00	37.00		

CLASSIFICATIONS

- GROUP A - Acety Wagons over 3 buckets
GROUP B - Acety Wagons to and including 3 buckets
GROUP C - Tandem-tandem Semi-Trucks; Truck Mechanics and Welders; Heavy Equipment Type Water Wagon over 5,000 Gallons; Tri-Axle Trucks pulling Tilt-Top Trailers; Low Boys, Tandem-tandem Axle
GROUP D - Tri-Axle Trucks; Tandem Axle Trucks; Equipment not self loaded or pusher loaded such as Koebering or similar Dumpster, Truck Truck, Euclid Bottom Dump and Hug Bottom Dump, Tournatrailers, Tournatruckers, Atkey Wagons, or similar equipment over 12 cu. yd.; Tandem Axle Trucks pulling Tilt-Top Trailers; Lowboys; Tandem Axle Tri-Axle Batch
GROUP E - Tandem "Dog-Legs" Trucks; Semi-Water Trucks; Sprinkler Trucks; Heavy Equipment Type Water Wagons 5,000 Gallons and Under
GROUP F - Truck Mounted Pavement Breakers; Tandem Trucks over 15 Ton Payload; Single Axle Semi-Trucks; Farm Tractors hauling material; Equipment not self loaded or pusher loaded such as Koebering or similar Dumpster, Truck Truck, Euclid Bottom Dump, Tournatrailers, Tournatruckers, Atkey Wagons, or similar equipment 12 cubic yds. and under; Mixer Trucks, All Types; Single Axle Trucks pulling Tilt-Top Trailer; Lowboys, Single Axle
GROUP G - Tandem Axle Fuel Trucks; Tandem Axle Water Trucks; Bituminous Distributor (one man)
GROUP H - Single Axle Dog-Legs; Tandem Trucks or Dog Legs; Winch Trucks or A
GROUP I - Batches-Grease and Maintenance Truck Servicing Tandem Axle Trucks
GROUP J - Single Axle Fuel Trucks; Single Axle Water Trucks; Bituminous Distributors, (two man)
GROUP K - Single Axle Straight Trucks; Wet-or Dry 3 (342) Batches or less; Grease & Maintenance Trucks servicing Single Axle Trucks
GROUP L - Tenders; Graders; Tilt men; Batch Board Tenders
GROUP M - Pick-Up Trucks

FOOTNOTE: 4-PER WEEK PER EMPLOYEE

LINE CONSTRUCTION

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appn. Tr.
Statewide, except Clark, Clinton (Frankfort), Crawford, Dearborn, DuBois, Floyd, Fountain, Gibson, Harrison, Jackson, Jefferson, Miami (Percy & Bunker Hill Air Base), Newton, Perry, Pike, Posey, Scott, Spencer, Switzerland, Vanderburgh, Vermillion, Warren, Warrick and Washington Counties: Linemen; Technicians	12.27	.45	3%	.5%
Equipment Operators	9.50	.45	3%	.5%
Power & Equipment Mechanic	9.37	.45	3%	.5%
Groundman Truck Driver w/w	8.00	.45	3%	.5%
Groundman	7.68	.45	3%	.5%
Clark, Floyd, Harrison, Jackson, Jefferson, Scott, & Washington, Counties: Linemen; Line Truck Drivers; Mechanized Equipment Operators	15.20	.45	3%	.5%
Groundman	9.42	.45	3%	.5%
Crawford, DuBois, Gibson, Perry, Pike, Posey, Spencer, Vanderburgh, & Warrick Counties: Linemen; Line Truck Operators; Hole Digger; Cable Splicer	13.90	.45	3%	.5%
Truck Driver	12.05	.45	3%	.5%
Groundman	12.54	.45	3%	.5%
Newton County: Linemen	14.98	.45	3%	.5%
Fountain, Vermillion, & Warren Counties: Linemen; Groundman Equipment Operator	13.67	.45	3%	.5%
Groundman Truck Driver with Winch	11.22	.45	3%	.5%
Groundman Truck Driver without Winch	10.53	.45	3%	.5%
Groundman	10.00			
Clinton (Frankfort Only) & Miami (Percy & Bunker Hill Air Base Only) Counties: Linemen; Heavy Equipment Operators "A"	12.30	.45	3%	.5%
Cable Splicers	13.46	.45	3%	.5%
Heavy Equipment Operators "B"	9.98	.45	3%	.5%
Power & Equipment Mechanic	9.75	.45	3%	.5%
Groundman - Truck Driver with Winch	8.37	.45	3%	.5%
Groundman	7.79	.45	3%	.5%
Groundman - Truck Driver without Winch	6.90	.45	3%	.5%

LINE CONSTRUCTION

Dearborn & Switzerland Counties

Up to & including 18 mi. radius of Hamilton Co., Court House, Cincinnati, Ohio

Linemen; Operators all Mechanized equipment operators
Groundmen

Over 18 up to & including 21 mi. radius of Hamilton Co., Court House, Cincinnati, Ohio

Linemen; Operators all Mechanized equipment operators
Groundmen

Over 21 up to & including 25 mi. radius of Hamilton Co., Court House, Cincinnati, Ohio

Linemen; Operators all Mechanized equipment operators
Groundmen

Over 25 mi. radius of Hamilton Co., Court House, Cincinnati, Ohio

Linemen; Operators all Mechanized equipment operators
Groundmen

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appn. Tr.
13.90	.70	3%+.60		.5%
10.41	.70	3%+.60		.5%
14.20	.70	3%+.60		.5%
10.65	.70	3%+.60		.5%
14.30	.70	3%+.60		.5%
10.73	.70	3%+.60		.5%
14.45	.70	3%+.60		.5%
10.84	.70	3%+.60		.5%

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR, 5,5 (a)(1)(ii)).

WAGE SCALE

CODE: S-SKILLED
 SS-SEMI SKILLED
 US-UNSKILLED
 IF-INDUSTRIAL FUND
 PW-PER WEEK

, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF APRIL, MAY AND JUNE 1981.
 in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades or wit;

RADES OR OCCUPATION	CLASS	RATE PER HR.	HSW	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	15.00	.55	1.25			3c 1f
BOILERMAKER	S	16.00	1.37 $\frac{1}{2}$	1.40		3c	
BRICKLAYER	S	13.11	.67	.80		2c	6 1f
CARPENTER (BUILDING)	S	12.30	.70	.62		2c	4 1f
(HIGHWAY)	S	12.73	.80	.80		5c	2 1f
CEMENT MASON	S	11.85	.75	.80		2c	
ELECTRICIAN	S	14.85	.55	32+.70		6c	15 1f
ELEVATOR CONSTRUCTOR	S	13.53 $\frac{1}{2}$	1.19 $\frac{1}{2}$.95	8%	3 $\frac{1}{2}$ c	
GLAZIER	S	12.39		.25	.40	6c	31c holiday
IRON WORKER	S	14.20	1.00	1.60		4c	25c annuity 2 1f
LABORER (BUILDING)	S-SS	9.35-10.35	.85	.75		9c	
(HIGHWAY)	US						
(SEWER)	S-US-SS	9.75-10.60	1.00	.75		9c	
	S-US-SS	9.75-10.60	1.00	.75		9c	
LATHER	S	12.33		.80		1c	3 1f
MILLWRIGHT & PILEDRIVER	S	12.70	.70	.62		2c	4 1f
OPERATING ENGINEER (BUILDING)	S-SS	9.40-14.00	.75	.90		10c	
(HIGHWAY)	US						
(SEWER)	S-SS-US	9.29-12.44	.75	.65		10c	
	S-SS-US	9.29-12.44	.75	.65		10c	
PAINTER	S	10.70-11.70	.60	1.00		12c	6c misc.
PLASTERER	S	12.30	.60	.80			
PLUMBER & STEAMFITTER	S	15.12	.85	1.30		7c	7c 1f
MOSAIC & TERRAZZO GRINDER	S	9.50-11.50					
ROOFER	S	12.90		.40			
SHEETMETAL WORKER	S	14.16	.92	1.01		15c	48c semi 15 1f
TEAMSTER (BUILDING)	S-SS	36.50pw					
(HIGHWAY)	US	10.60-11.55		41.00pw			
	S-SS-US	10.21-10.81	34.50pw	41.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 1 DAY OF April, 1981

John Stanes
 REPRESENTING GOVERNOR, STATE OF INDI.

Robert Anderson
 REPRESENTING THE AWARING AGENT.

Fred M. Rein
 REPRESENTING STATE A.F.L. & C.I.O.

3309
TITLE OF ORDINANCE STREET LIGHTING IMPROVEMENT RES. 155-80, TO LIGHT THE WEST CENTRAL AREA.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE STREET LIGHTING IMPROVEMENT RES. 155-80, TO LIGHT THE WEST CENTRAL AREA
WITH AN UNDERGROUND ORNAMENTAL LIGHTING SYSTEM. MORE SPECIFICALLY DEFINED AS WAYNE
STREET FROM VAN BUREN TO THIEME DRIVE, BERRY STREET FROM VAN BUREN TO THIEME DRIVE
AND ROCKHILL STREET FROM JEFFERSON TO MAIN STREET.

EFFECT OF PASSAGE UNDERGROUND ORNAMENTAL LIGHTING SYSTEM FOR THE WEST CENTRAL AREA.

EFFECT OF NON-PASSAGE THE ABOVE DESCRIBED PROJECT CANNOT BE COMPLETED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$40,173.75 TO BE PAID FOR BY CD&P
BLOCK GRANT.

ASSIGNED TO COMMITTEE